IN THE HIGH COURT OF KERALA AT ERNAKULAM

PRESENT :

THE HONOURABLE MR. JUSTICE ANTONY DOMINIC

TUESDAY, THE 11TH DECEMBER 2007 / 20TH AGRAHAYANA 1929

WP(C).No. 33913 of 2007(K)

PETITIONER:

NADEERA BEEVI,
M.S.AUDITORIUM, KUNNIKODU, KOLLAM,
(REPRESENTED BY HER POWER OF ATTORNEY HOLDER)
MR. SAFARULLA, S/O MYTHEEN KUNJU, THUNDU VILA
VEEDU, AVANEESWARAM R.S.P.O., KUNNICODE,
VILAKUDY VILLAGE,
PATANAPURAM TALUK, KOLLAM DISTRICT.

BY ADV. SRI.T.A.SHAJI
SMT.T.V.NEEMA

RESPONDENTS:

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1. KERALA FINANCIAL CORPORATION,
VELLAMBALAM, THIRUVANANTHAPURAM,
REPRESENTED BY ITS MANAGING DIRECTOR.

2. STATE OF KERALA, REPRESENTED BY THE
SECRETARY TO GOVERNMENT,
TAXES DEPARTMENT, THIRUVANANTHAPURAM.

3. THE BRANCH MANAGER,
KERALA FINANCIAL CORPORATION,
BRANCH OFFICE A.G.C.COMPLEX,
BEACH ROAD, KOLLAM-691 001.

BY ADV. SRI A.A.ABUL HASSAN.

THIS WRIT PETITION (CIVIL) HAVING COME UP FOR ADMISSION ON 11/12/2007, THE COURT ON THE SAME DAY DELIVERED THE FOLLOWING:

ANTONY DOMINIC, J.

W.P.(C) 33913 of 2007

Dated: December 11, 2007

JUDGMENT

Petitioner was a defaulter to the Kerala Financial Corporation. She was allowed the benefit of one time settlement scheme as per Ext.R1(A) in terms of which she was to pay Rs.37.16 lakhs. The statement filed by the respondent shows that this amount has been paid.

2. The dispute in this writ petition is regarding the amount that is demanded by the KFC towards interest payable by the petitioner. However, when the writ petition was taken up for hearing, learned counsel for the petitioner has confined his submissions to only one aspect i.e. according to the petitioner, the remittance of Rs.3,95,000/- on 5.8.2003 has not been adjusted and he submits that if that amount is correctly accounted, no further amount will be due from the petitioner.

3. I have considered the submissions and I express my inability to accept the contention. It is seen from Ext.R1(C) statement of accounts that this remittance of Rs.3,95,000/- was

made on 5.8.2003. The account shows that on the remittance of the said amount, the total balance that is due from the petitioner has proportionately been reduced which means that this amount has been credited in the petitioner's account.

4. That apart, I also notice that by Ext.R1(A) dated 15.12.2004, the 1st respondent has accepted the request of the petitioner for one time settlement. It is by Ext.R1(A) that the petitioner was asked to deposit Rs.37.16 lakhs on or before 8.3.2005 for settlement of the liability. This necessarily means that the amount indicated therein is the amount that the petitioner should remit thereafter. For determining the liability for payment of the amount as indicated in Ext.R1(A), the petitioner cannot fall back upon the remittance that she made in the past on 5.8.2003 which amount also has already given credit in the account of the petitioner, which is evident from Ext.R1(C) statement of accounts.

Writ petition fails and it is dismissed.

ANTONY DOMINIC, JUDGE

mt/-